INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA93325726360615J**
Certificate Issued Date	:	11-Jul-2011 12:38 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ KOLAR1/ KA-KO
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08687117668103l6J
Purchased by	:	SHREE HARI ELECTRICALS
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SHREE HARI ELECTRICALS
Second Party	:	EXECUTIVE ENGINEER ELE
Stamp Duty Paid By	:	SHREE HARI ELECTRICALS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

For The Pavagada Souharda Credit Co-Operative Ltd. (R)

Authorised Signatory

Please write or type below this line

TENDER AGREEMENT

Tender Approved Cost **Rs 3,88,920.42 /-** **AGREEMENT NO.** 44 **/2011-12**

This **AGREEMENT** is made and executed on this the 11th day of July 2011, Bangalore, by and between BRUHAT BANGALORE MAHANAGARA PALIKE, represented by its **Executive Engineer (Elecl.), Yelahanka Zone , Amruthhalli Main Road, Byatarayanpura, Bangalore-92** , hereinafter called the **BRUHAT BANGALORE MAHANAGARA PALIKE** on the ONE PART, and **M/s. Sree Hari Electricals, # 10/3, 2nd Main Road, Vittal Nagar, Chamarajpet, Bangalore-18**, hereinafter called the **CONTRACTOR** of the OTHER PART. ...2

For SREE HARI ELECTRICALS

Proprietor

Statuatory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

Where as the Executive Engineer (Elec.) Yelahanka Zone Administratively sanctioned an estimat for **Rs. 5.00 lakhs (Rs. Five Lakhs only)** Vide No. A/S: EE/BBMP/YZ/AS/**15**/10-11, Dated:**28/02/2011** & Technically sanctioned by the Executive Engineer (Elec.) Yelahanka Vide No: T/S: EE/BBMP/YZ/TS/**15**/10-11, Dated: **01/03/2011**, for the Work:- **Providing Street Light fittings along with connected accessories like Automatic Timer, Control Wire, Poles, etc., in in Judicial L/o,allalsandra & surrounding areas in Ward No-4**. Estimate is based on the KPWD ELEC SR rates of 2010-11 and approved rates.

Whereas the Bruhat Bangalore Mahanagara Palike by its Tender Notification No. **EE/ELE/YZ/TN/GN/01/2010-11**, dated: 18/03/2011, invited the tender for the aforesaid work. Whereas in response to the said Notification, **3(three)** Tenders were received including one from the Contractor with a D.D. bearing No.**007935** dated: **11/04/11, Axis Bank** for **Rs. 12,500/-** as E.M.D., offering to execute the aforesaid work at the **22.1% Below** the sanctioned estimate rates and the Schedule-B rates based on PWD SR OF 2010-11 and Approved Rates.). And the contractor as paid the difference cost amount of **Rs 1,10,500/-** through Demand drafts as following

Slno	DD No	Date	Bank	Amount
1	131692	30/06/2011	Vijaya Bank	35,500.00
2	007938	11/04/2011	Axis Bank Ltd	12,500.00
3	007939	11/04/2011	Axis Bank Ltd	12,500.00
4	007940	11/04/2011	Axis Bank Ltd	12,500.00
5	007941	11/04/2011	Axis Bank Ltd	12,500.00
6	007942	11/04/2011	Axis Bank Ltd	12,500.00
7	007943	11/04/2011	Axis Bank Ltd	12,500.00
	Total			**1,10,500.00**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the payment at lowest rates and based on the Schedule-B rates, which has to be paid by the Corporation to the Contractor, at the said rates as mentioned in the Schedule-B from time to time, as and when the bills are submitted for the work executed by the Contractor, subject to the terms and conditions of the Tender Document. The Contractor shall complete the work as mentioned in the detailed Estimate and Schedule-B.
2. The BBMP shall pay to the contractor at **22.1% below** the rates mentioned in the Schedule "B" as and when the bills are submitted by the contractor for the work done.
3. The Work should be completed within **60** days from the date of issue of work order, failing which the penalty will be levied for the delay period.
4. The contractor shall complete the above mentioned and subsidiary works connected therewith within the same site as may be ordered to be done in writing from time to time by the Executive Engineer, even though such works may or may not be shown in the detailed Estimate and Schedule-B.
5. The Contractor shall be held responsible for any incident and shall pay the compensation to his workmen, payable under the Workmen Compensation Act, 1923, for injuries (God forbid), if any, caused to the workmen of vehicles or any other property during the execution of the work and also the liability that may arise under the common law.
6. The contractor shall complete the work to the satisfaction of the Bruhat Bangalore Mahanagara Palike and shall rectify the defects developed within guarantee period of one year, from the date of completion of work and the E.M.D and F.S.D recovered from the contractor shall be released only after one year without any interest thereon.

For SREE HARI ELECTRICALS

B.G.H

Proprietor

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7. While carrying out the works, the firm shall carry out the work with qualified personnel and in consultation with the KPTCL for the line clear etc. if any.
8. In case, KPTCL deposit charges has to be paid for obtaining services after execution of work, the same shall be borne by the Contractor at his own cost and at his risk. The Tender should compulsorily produce all the bills, incurred towards KPTCL Deposit charges if any, for claiming refund of said expenses at the time of billing. The taxes are applicable for materials used only.
9. The detailed estimate and tender documents shall form part and parcel of this Agreement.
10. The work shall be executed by using quality material ,directed by Engineer Incharge from time-to-time. The sample fittings and other accessories shall got approved and the work shall be carried out through qualified persons.
11. The tenderer shall give guarantee for the fixture/ fittings and timers other components and maintain the same for a period of one year from the date of submission of the Bill. All the replacement of fused out and defective accessories shall be carried out free of cost for a period of 1(One) year. A joint compliance report together with the package maintenance contractor for the satisfactory functioning of fixtures/fittings and timers should be submitted to this office on every fortnight without which SD will not released. Necessary deductions towards the replacement of faulty accessories will be recovered from S D if failed to comply with submission of joint compliance report and attending to rectification of complaints within 48 hours.
12. The Contractor should submit the confirmation Certificate and Test Certificate duly certified by the company / Manufacturer of the Street light fitting and shall execute work as per the instruction of Engineer-In-Charge.
13. After receiving the work order, the Tenderer shall commence the work within 7 (Seven) days with full Devotion & failure to do work, it will be presumed that the Tenderer is not-interested in the work and E.M.D. will be forfeited & work will be taken up through other contractor of the cost and Responsibility of the Tenderer.
14. The Successful tenderer should embose on the fitting & switches, firm name, ward no, date / month and year of fixing the fitting & switches etc., clearly using the paint and Contractor shall arrange for photographs (if required) at various stages of the work and Typed list of fittings installed along with the bill;.
15. Contractor shall return any relesed materials which are of any nature from the site during the execution of the work to Engineer incharge of the work; non compliace to this clause causes the deduction of cost of such materials from your Bill.
16. Other terms and conditions as stipulated in the P.W.G-65 , KW-1, KTPP act-1999 and K.T.P.P Rules -2000 are also apply to this contract.

IN WITNESS WHEREOF, both the parties hereunto have signed this Agreement on the day, month and year first mentioned above.

WITNESSES

1.

2.

For SREE HARI ELECTRICALS

Proprietor

CONTRACTOR

EXECUTIVE ENGINEER (Elecl.)

Yelahanka Zone,BBMP